

U.S. DISTRICT COURT
N.D. OF N.Y.
FILED

**UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF NEW YORK**

JUN 12 2017

LAWRENCE K. BAERMAN, CLERK
ALBANY

• 445 Broadway; Albany, NY 12207-2936 •

Unified United States Common Law Grand Jury¹

Sureties of the Peace²

P.O. Box 59, Valhalla, NY 10595; Fax: (888) 891-8977.

AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY:

Proceeding as Next Friend under Rule 17, 28 USCA³ on behalf of petitioner: Removed from Eau Claire Circuit Court for Cause, violation of the right of due process; Amendment V.

PETITIONER: Thomas Lee Anderson
4505 West Cameron St.
Eau Claire, Wisconsin 54703.

DEFENDANTS: Judge Jon Theison
721 Oxford Ave.
Eau Claire, WI 54703-5496.

CEO Brian T. Moynihan
Bank of America N.A.
100 N. Tryon St
Charlotte, N.C. 28255-0001

RE: Non Judicial Mortgage Foreclosure
For cause violation of the unalienable right of due process
protected by Amendment V.

¹ The UUSCLGJ is comprised of fifty Grand Juries each unified amongst the counties within their respective States. All fifty States have unified nationally as an assembly of Thousands of People in the name of We the People to suppress, through our Courts of Justice, subverts both foreign and domestic acting under color of law within our governments. States were unified by re-constituting all 3,133 United States counties.

² SURETIES OF THE PEACE: If anyone has been dispossessed without the legal judgment of his peers, from his lands, castles, franchises, or from his right, we will immediately restore them to him; and if a dispute arise over this, then let it be decided by the five and twenty jurors of whom mention is made below in the clause for securing the peace. Moreover, for all those possessions, from which anyone has, without the lawful judgment of his peers, been disseized or removed by our government, we will immediately grant full justice therein. Magna Carta Paragraph 52.

³ Next Friend: "A next friend is a person who represents someone who is unable to tend to his or her own interest." Federal Rules of Civil Procedures, Rule 17, 28 USCA; Haines v. Kerner, 404 U.S. 519 (1972).

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Proceeding as Next Friend under Rule 17, 28 USCA⁶ on behalf of Petitioner:

Grand Jury, Sovereigns of the Court
We the People

- Against -

Judge Jon Theison, CEO Brian T. Moynihan
Defendants

Jurisdiction: Court of Record, under
the rules of Common Law⁷
Action at law:⁸

Case NO: 1:16-CV-1490
Magistrate: Daniel J. Stewart
SHOW CAUSE

We the People⁹ of the Unified United States Common Law Grand Jury, under the power and authority of the Sureties of the Peace, hereinafter the Grand Jury, whereas the Unified

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⁷ **"A Court of Record** is a judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it, and proceeding according to the course of common law, its acts and proceedings being enrolled for a perpetual memorial." Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689.

⁸ **AT LAW:** Bouvier's This phrase is used to point out that a thing is to be done according to the course of the common law; it is distinguished from a proceeding in equity.

⁹ **PEOPLE:** People are supreme, not the state. Waring vs. the Mayor of Savannah, 60 Georgiaat 93; The state cannot diminish rights of the people. Hertado v. California, 100 US 516; Preamble to the US and NY Constitutions - We the people ... do ordain and establish this Constitution...; ...at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are sovereigns without subjects...with none to govern but themselves... CHISHOLM v. GEORGIA (US) 2 Dall 419, 454, 1 L Ed 440, 455, 2 DALL (1793) pp471-472]; The people of this State, as the successors of its former sovereign, are entitled to all the rights which formerly belonged to the King by his prerogative. Lansing v. Smith, 4 Wend. 9 (N.Y.) (1829), 21 Am. Dec. 89 10C Const. Law Sec. 298; 18 C Em.Dom. Sec. 3, 228; 37 C Nav.Wat. Sec. 219; Nuls Sec. 167; 48 C Wharves Sec. 3, 7.

SHOW CAUSE

PAGE 2 OF 4

Common Law Grand Juries arose out of ~~We~~ the People in each of the Fifty States which came together to form a Unified United States Common Law Grand Jury. This was done in an effort to subdue subversion against the United States of America from enemies both foreign and domestic.

There is wide spread ignorance concerning "Non-Judicial Foreclosures" and the "APPEARANCE" that it is a Lawful Procedure that functions without the REQUIRED filing of Proof of Claim (form 4490) and Fiduciary Authority (form 56) which must be filed within the federal district of the claim with copies of the same with notice of the foreclosure served upon the petitioner, giving opportunity of due process as required to comply with the law of the land.

Let this action first serve to inform the defendants that a Non-Judicial Foreclosure lacks Due Process of Law which is an unalienable right protected under the 5th Amendment and that any court permitting such a court filing procedure is acting under the color of law which is a criminal act and enters into a conspiracy, non-judicial foreclosure laws of any State to the contrary not with-standing.

Therefore, ~~We~~ the People DEMAND that the defendants Show Cause by what Constitutional Authority you act that permits an action "*in rem*" against the People without Proof of Claim, Fiduciary Authority and due process OR, notify this Court immediately of your error and withdrawal of your unlawful proceedings that deny due Process of the petitioner; if the home has already been foreclosed, restore the victim to their original state. In lieu of this, you may notify this Court immediately of your errors and withdrawal of your unlawful proceedings that deny due Process of the petitioner and this proceeding will be quashed.

We are offering you a grace period of 30 days for non-government defendants and 60 days for government officials acting under the color of law to correct their errors and restore the petitioner to their original state or defendants will be brought before the Grand Jury for consideration of indictment for conspiracy, subversion, RICO, war against the Constitution and other charges. See Memorandum of Law on Non-Judicial Foreclosures attached.

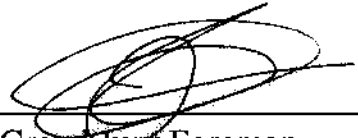
THEREFORE, on behalf of the petitioner, the Unified United States Common Law Grand Jury DEMANDS that the court of the non-judicial foreclosure filing, in good faith do your duty and protect the victim(s) of these crimes by removing all said filings immediately, cease all non-judicial foreclosure practices and notify this court of the same.

We further demand that said defendants withdraw said filing from the court of filing, cease all non-judicial foreclosure filings and notify this court immediately of said actions.

WHEREFORE, if the defendants default, this court will be moved for an order to cease and desist their subversive activities, restore the petitioner to their original state before the misuse of justice under the color of law and be brought before the full Grand Jury for consideration of indictment for conspiracy, subversion, RICO, war against the Constitution and other charges.

SEAL

June 7, 2017



Grand Jury Foreman
Sureties of the Peace

May 9, 2017

Affidavit of Thomas Lee Anderson

I, Thomas Lee Anderson, Affiant, being of lawful age, qualified and competent to testify to and having firsthand knowledge of the following facts, do hereby swear that the following facts are true, correct and not misleading.

On April 11, 2005 affiant and his wife (Barbara) refinanced their house and 23 .9 acres at 4505 West Cameron Street, Eau Claire, WI 54703 through the broker, Preferred Mortgage Co. and the lender was Universal Savings Bank F.A. a Federal Savings Bank. Affiant told broker that Affiant did not want or authorized anyone to place his mortgage on the secondary market, must be kept in house by the bank as the previous mortgages were.

Before the first payment was due, Affiant got a notice that now our payments were to be sent to Countrywide Home Loans, Inc ..

On or about 6-30-08, Countrywide sent Affiant a default notice. Affiant timely demanded verification of the alleged debt, on 7-24-08.

On 9-22-08, Countrywide Home Loans Inc. filed a foreclosure suit against the Affiant. Suit was dismissed on 12-4-08 because of improper service. Countrywide H L was ordered to start over.

On Dec 15, 2008 Affiant prepared a Constructive Notice which was sent to Countrywide Home Loans Inc and Universal Savings Bank. The Notice stated that the Bankers and their Agents mislead and withheld material facts, entered into mail and wire fraud, conspired in Felony Loan Sharking, clouded the title, caused and used the Court to protect Fraud, designed and initiated an unconscionable and deceptive contract which all are part of their Predatory Lending practices. Since then the Notice has been mailed to several attorneys. As of today no one has responded to the Constructive Notice.

Countrywide Home Loans Inc changed name and on Jan 16, 2009 Countrywide Loan Servicing LLC. filed the second foreclosure attempt. Countrywide did not start over. CW did not sent a late or default notice nor a notice and right to procure. Affiant timely answered, Court did not timely rule on Affiant's answer but went ahead and dismissed the suit on Feb 25, 2009 based upon Countrywide's statement "right to reopen subject to workout"

Around Aug 10, 2009 Bank of America sent me an Adjustable Rate Mortgage Payment Notice. On Aug 14, 2009 and on July 23, 2011 I sent BOA letters demanding Validation of Debt. As of today Affiant never received a Validation of Debt from BOA.

On 5-29-2012 the law firm of Blommer Peterman sent by US Mail to Affiant a Summons and Complaint with Bank of America as Plaintiff. This now initiated case 2012 cv 0054, another attempt in Eau Claire County Circuit Court, the third one, to foreclosure on Affiants house. Affiant received the Summons and Complaint on 6-2-2012. Affiant on 6-18-2012, well within the 20 days as allowed in the Summons and Complaint, timely answered the Summons and Complaint. On 6-22-2012 and before the Court ruled on Affiants timely answer, did enter into the Court a Default Judgment of Foreclosure. Affiant never was given his day in court, never was in front of the Judge or had his Constitutionally Guaranteed Right to have his case heard by a Jury.

Seeking his Right of Due Process, Affiant from June of 2012 until recently filed numerous Appeals, Petitions, Notices and Demands with the Courts and other proper agencies (See Court Docket - Exhibit 1). On 7-26-2013 Affiant filed a Writ of Error Quo Warranto pertaining to and questioning Eau Claire County Circuit Court's Judge Jon M. Theisen legal standing to be and act as a Judge. As of today all filings have been denied.

On or about December, 2014 or January of 2015, the servicing was transferred from Bank of America to Bayview Loan Servicing LLC On 1-24-15, Affiant sent a validity of debt and notice and demand to Bayview Loan Servicing. On 2-10-15, Bayview sent Affiant an unsigned response and did not validate the debt.

Sometime in 2015, during one of affiant's bankruptcy cases, the firm of Blommer Peterman of Brookfield, Wisconsin, filed a notice of appearance on behalf of Bayview Loan Servicing LLC and specifically stated that Bayview was the creditor. The bankruptcy judge directed Bayview's attorney to file an assignment of judgment into her court. Bayview filed a copy of the assignment of judgment from Bank of America to Bayview Loan Servicing. The assignment specifically stated that all right interest, and legal ties were transferred from Bank of America to Bayview Loan servicing.

The last two notice of sheriffs sales were in the name of Bank of America (4-4-17, and 5-16-17), Nowhere on the notice was there any mention of Bayview Loan Servicing.

Affiant has been served several "Notices of Sheriff Sale". Affiant has filed Bankruptcy which stopped the Sheriff Sales. Affiant had open heart surgery on Feb 28, 2017 to replace a valve, fix a hole, repair an aneurysm and open blockages in his heart. Affiant spent most of the day on April 14, 2017 at doctor's office and at the emergency room trying to get his extremely high blood pressure down, and control the fluttering in his heart. Affiant is weak and tired and the doctor's say no stress. Bank of America's attorneys have filed papers for a Sheriff Sale on May 16, 2017 and Affiant is unable to defend the unconscionable action by Bank of America.

Affiant obtained an audit of his mortgage from Certified Forensic Loan Auditors. The auditor's report implies that Bank of America nor Bayview Loan Servicing can assign its interest or start a lawsuit. Only the depositor CWALT, Inc. is the only authorized party to enter into such actions.

Further, Affiant Sayeth Naught

AFFIANT,S signature Thomas Lee Anderson Date 5-9-2017

Notary

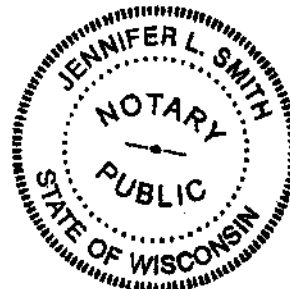
In, Wisconsin State, Eau Claire County, on this 9th day of May 2017, before me,
Jennifer L. Smith, the undersigned Notary Public, personally appeared Thomas Lee Anderson to me know to be the living man described herein, who executed the foregoing instrument, and has sworn before me that he executed the same as his free will act and deed.

Jennifer L. Smith
Notary

My commission expires 11-11-17

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Eau Claire, WI



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Defendants

Case NO: 1:16-CV-1490

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NON-JUDICIAL FORECLOSURES

This memorandum reveals the fraud upon the People committed by mortgages companies and municipalities. Said fraud differs little between the two. The following conspiratorial process is essentially the same in that the home is securitized.

The Securitization of Mortgages and Tax Foreclosures has become a common and growing white collar swindle that is illegal primarily because of "Antitrust Law Violations", consisting of specific violations such as usury, fraud, conspiracy, forgery and robo-signing. When victims are robbed because State and Federal Legislators pass unconstitutional legislation and State Constitutional Courts sanction non-judicial foreclosures by looking the other way, this constitutes RICO and war against the Constitution.

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Securitization is the financial practice of pooling various types of contractual debt such as residential mortgages, commercial mortgages, auto loans or credit card debt obligations (or other non-debt assets which generate receivables); and, selling their related cash flows to third party investors as securities, which may be described as bonds, pass-through securities or collateralized debt obligations (CDOs). Investors are repaid from the principal and interest cash flows collected from the underlying debt which is redistributed through the capital structure of the new financing. Securities backed by mortgage receivables are called mortgage-backed securities (MBS), while those backed by other types of receivables are asset-backed securities (ABS). It was the private, competitive mortgage securitization that played an important role in the U.S. subprime mortgage crisis.

The process is not as complicated as it might seem at first glance and might be difficult to recognize as a crime; but, it should become clear to the local village, town, city and county courts and the Sheriff once they realize the process these criminal cartels, known as mortgage companies and municipalities, go through to use the Court and the Sheriff to assist in these illegal seizures of homes without their realizing that they became instruments of a robbery.

CLARIFICATION: Were these mortgage companies able to legally foreclose on the property, they would do so by filing the foreclosure in the State Court to acquire a judgment; then bring it to the Sheriff for collection. The problem is that they cannot produce proof of claim and fiduciary authority over the property and without these two affidavits, they cannot open a lawful court case to provide "*due process*" necessary for a lawful seizure of the property "*in rem*". So the BAR, banks, municipalities and mortgage cartels devised a plan to bypass "*due process*" by lobbying and convincing state legislators, who either consciously conspired; or, because constitutional principles are unbeknownst to them, ignorantly conspired to write unconstitutional "*non-judicial foreclosure statutes*" that proceed "*in rem*", which is a process to seize properties without due process whereas the party seizing the property has a "legal" claim and fiduciary authority.

Such practice moves the presumption of law from "*innocent until proven guilty*" to "*guilty with no opportunity to defend*". This turn American Jurisprudence⁴ on its head by removing any opportunity for the victims to be heard. This Provides absolute control to

⁴ JURISPRUDENCE: The philosophy of law, or the science which treats of the principles of positive law and legal relations; American Jurisprudence is the written law, constitution and principles every judge must obey.

defraud without consequence by nefarious mortgage holders and municipalities which there seems to be no shortage of. As well as RICO-governed de facto state courts which allow the non-judicial foreclosure filings without the signature of a judge or magistrate.

"In Rem", under international law, permits the seizure of property without notification to a property owner. This makes sense and is legal under international law at sea dealing with pirates; but, the *"Law of the Land"* a/k/a *"the Supremacy Clause of the Constitution"* requires *"Due Process"*.

"This Constitution, and the laws of the United States which shall be made in pursuance thereof; and, all treaties made, or which shall be made, under the authority of the United States, shall be the Supreme Law of the Land; and, the judges in every State shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding." -- Constitution for the United States of America Article VI

Congress can make no law that would provide for a statutory construction which would negate the unalienable rights of the People; which is what would be required in order to make a State a *"Non-Judicial Foreclosure State"*. Therefore, no State can establish *"Non-Judicial Foreclosure Laws"*. Such Congressional and/or State actions would negate the following unalienable rights protected by the Constitution and expected to be enforced by the Sheriff:

- (1) the unalienable right protected by the 4th Amendment to be secure from property seizures,
- (2) the unalienable right protected by the 5th Amendment to due process,
- (3) the unalienable right protected by the 7th Amendment to trial by jury, and
- (4) the unalienable right protected by the 7th Amendment to common law courts.

Rights are unalienable⁵ and cannot be transferred.⁶ Any contract that would pass or hand over an unalienable right is null and void. The "*Burden of Proof*" is on the foreclosing party. All parties to a Non-Judicial Foreclosure cannot prove their case; nor can they prove their right to sell someone's property without progressing to a Final Judgment in a court of law. Any court that ignores these facts and/or proceeds with a Summary Judgment becomes complicit to the robbery. This violates the victim's rights under Color of Law, thereby giving a reason to move the Case for Cause to an Article III Federal District Court for both criminal and civil remedy.

After establishing unconstitutional statutes, white-collar criminals, acting under Color of Law, devised the following "*ruse*" to manipulate our judicial system and our County Sheriffs so as to create an appearance of lawful acts while illegally seizing the property of their victims:

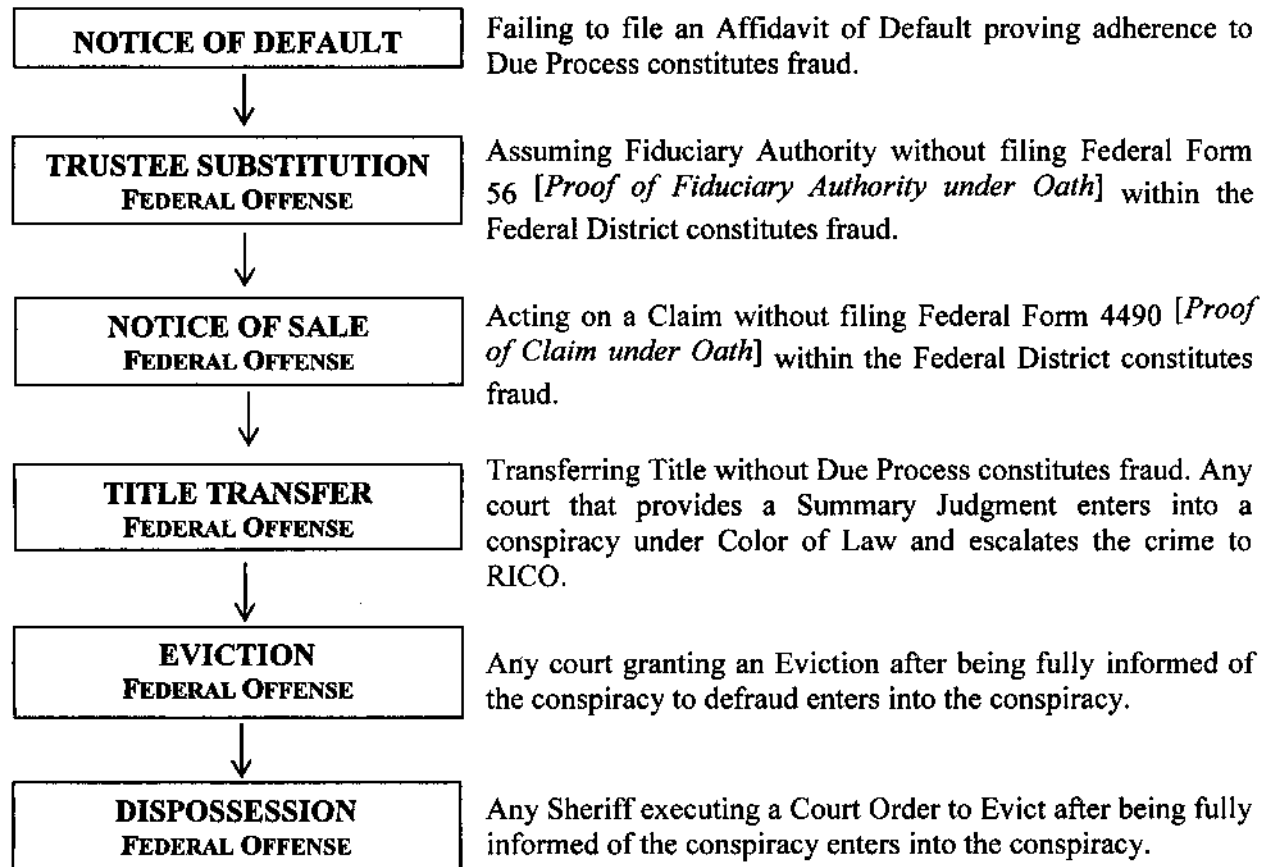
- (1) Give Notice of Default to the victim, "without judicial process";
- (2) Give Notice of Substitution of Trustee, "without judicial process";
- (3) Give Notice of Sale, "without judicial process";
- (4) Commence public auction, "without judicial process";
- (5) Use aforesaid documents to transfer title, "without judicial process";
- (6) File fraudulent eviction proceedings acting as "*landlord*" (using the fraudulent title) and calling the owner of the property "*tenant*" who owes back rent in an unsuspecting village, town or city court, "giving the appearance of judicial process"; and
- (7) File the fraudulent judgement with the County Clerk to achieve a fraudulent Eviction Order for execution by the unsuspecting Sheriff.

We the People find it apparent that most of our Constitutional Officers are ignorant as to the Law of the Land as defined in the Constitution for the United States of America, Article VI. Therefore, they are often unable to determine constitutional violations which causes Sheriffs to fall prey to the minions of the subversive BAR, in jeopardy of violating their oath and We the People in jeopardy of losing our property and Liberty to tyrants.

⁵ UNALIENABLE: Inalienable; incapable of being alienated, that is, sold and transferred. Black's 4th.

⁶ TRANSFER: To convey or remove from one place, person, etc., to another; pass or hand over from one to another; specifically to make over the possession or control of (as, to transfer a title to land); sell or give. Chappell v. State, 216 Ind. 666, 25 N.E. 2d 999, 1001.

This formal "Notification of Crimes" directs the participating courts to honor their oaths and protect the victim(s) from the following RUSE:



STATUTORY CRIMES: Under US laws, Securitized Mortgages are illegal primarily because they are fraudulent and constitute specific violations, namely:

- 1) RICO
- 2) Usury
- 3) Fraud
- 4) Conspiracy
- 5) Forgery
- 6) Robo-signing and
- 7) Antitrust law violations

The "*foreclosure crisis*" is a complex, interconnected series of state-sponsored crimes involving the following steps:

- 1) The mortgage or tax burden is created.

- 2) The mortgage is sold to an investor.
- 3) The mortgage or tax burden payments are loaded onto an international PONZI scheme a/k/a "*mortgage securitization*".
- 4) Compliant judges in state and county courts look the other way, or, provide Summary Proceedings while:
 - a. Mortgage companies conceal the fact that the notes and assignments were never delivered to the MBS Trusts [Mortgage-Backed Securities Trusts] while the mortgage companies disseminate false and misleading statements to the investors and the United States Government.
 - b. Mortgage companies pursue foreclosure actions using false and fabricated documents, particularly mortgage assignments. The mortgage companies use Robo-signing on thousands of documents each week with no review or knowledge of the contents of the documents; thus, creating forged mortgage assignments with fraudulent titles in order to proceed with foreclosures.
 - c. Mortgage companies have used these fraudulent mortgage assignments to conceal over 1,400 MBS Trusts, each with mortgages valued over \$1 billion, which are missing critical documents; namely, mortgage assignments which are required to have been delivered to the Trusts at the inception of the Trust.
 - d. Without lawfully executed mortgage assignments, the value of the mortgages and notes held by the Trusts is impaired; effective assignments are necessary for the Trust to foreclose on its assets in the event of mortgage defaults; and the Trusts do not hold good title to the loans and mortgages that investors have been told are secured notes.
 - e. Mortgage assignments are prepared with forged signatures of individuals signing as grantors; and forged signatures of individuals signing as witnesses and Notaries.
 - f. Mortgage assignments are prepared with forged signatures of individuals signing as corporate officers for banks and mortgage companies that have never employed said individuals and corporate officers.
 - g. Mortgage assignments are prepared and signed by individuals as corporate officers of mortgage companies that have been dissolved by bankruptcy years prior to the assignment.
 - h. Mortgage assignments are prepared with purported effective dates unrelated to the date of any actual or attempted transfer; and, in the case of Trusts, with purported effective dates years after the closing date of the Trusts.

- i. Mortgage assignments are prepared on behalf of grantors who had never themselves acquired ownership of the mortgages and notes by a valid transfer; and, such mortgage assignments include numerous ones where the grantor was identified as "*Bogus Assignee for Intervening Assignments*".
- j. Mortgage assignments are notarized by Notaries who never witness the signatures they notarize.
- k. The MBS Trusts, and their trustees, depositors and servicing companies, further misrepresent to the public the assets of the Trusts; and, issue false statements in their Prospectuses and Certifications of Compliance.
- l. Securitization violates usury laws in that the resulting effective interest rate typically exceeds legally-allowable rates set by State Usury Laws.
- m. All "*True-Sale*", "*Disguised-Loan*" and "*Assignment*" securitizations are essentially tax-evasion schemes. In the United States, the applicable tax-evasion statute is the United States Internal Revenue Code, Section 7201 which reads as follows: "*Any person [corporation] who willfully attempts in any manner to evade or defeat any tax imposed by this title, or the payment thereof, shall, in addition to other penalties provided by law, be guilty of a felony; and, upon conviction thereof, shall be fined not more than \$500,000; or, imprisoned not more than 5 years; or, both; together with the costs of prosecution.*"
- n. Securitization undermines the United States Federal Bankruptcy Policy because it is used in lieu of secured financing as a means of avoiding certain Bankruptcy Law Restrictions. The origins of securitization in the United States can be traced directly to efforts by banks and financial institutions to avoid Bankruptcy Law Restrictions.
- o. Securitization constitutes a violation of Federal RICO Section 1341: Mail Fraud; Section 1343: Wire Fraud; Section 1344: Financial Institution Fraud; Section 1957: Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity; and Section 1952: Racketeering.

SEAL

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Unifed United States
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U.S. DISTRICT COURT
N.D. OF N.Y.
RECEIVED

JUN 12 2017

LAWRENCE K. BAERMAN, CLERK
ALBANY

Court Clerk
US District Court For the Northern
District of New York
445 Broadway [#1:16-CV-1490]
Albany, New York 12207-2936



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